

**CITY OF FAIRFIELD**  
**RESOLUTION NO. 2018 - 156**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING  
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO DARREN  
TAYLOR CONSTRUCTION, INC. FOR THE PENNSYLVANIA AVENUE AND UTAH  
STREET BUS STOP IMPROVEMENTS**

**WHEREAS**, the bid opening for the Pennsylvania Avenue and Utah Street Bus Stop Improvements took place on May 15, 2018; and

**WHEREAS**, the apparent low bidder was Darren Taylor Construction, Inc. in the amount of \$158,330.00; and

**WHEREAS**, staff has reviewed the bid documents from Darren Taylor Construction, Inc. and found them to be in order; and

**WHEREAS**, staff is recommending that the City Council award the contract to Darren Taylor Construction, Inc. as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The plans and specifications for the Pennsylvania Avenue and Utah Street Bus Stop Improvements are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Darren Taylor Construction, Inc. for the Pennsylvania Avenue and Utah Street Bus Stop Improvements in the amount of \$158,330.00.

Section 3. The Public Works Director is authorized to execute change orders for an amount not to exceed 15% of the above contract amount.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of June, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	<u>PRICE/TIMM/BERTANI/MOY/VACCARO</u>
NOES:	COUNCILMEMBERS:	<u><b>NONE</b></u>
ABSENT:	COUNCILMEMBERS:	<u>Moy</u>
ABSTAIN:	COUNCILMEMBERS:	<u><b>NONE</b></u>

MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of August 6, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and DARREN TAYLOR CONSTRUCTION, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

### **PENNSYLVANIA AVENUE AND UTAH STREET BUS STOP IMPROVEMENTS**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Kimley Horn & Associates Inc.  
numbered CV1.0, C1.0, C2.0, C3.0, C4.0, TS1.0  
and dated December 13, 2017
- b. Advertisement for Bids
- c. The Accepted Bid, dated May 15, 2018
- d. Instructions to Bidders
- e. Specifications consisting of:
  - 1) Special Provisions.
  - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
  - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated JULY 5, 2018.
- g. Labor and Material Bond, dated JULY 5, 2018.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned

in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **20 working days** after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**PENNSYLVANIA AND UTAH STREET BUS STOP IMPROVEMENTS**

**BID SCHEDULE**

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1	\$7,000.00	\$7,000.00
2	Traffic Control & Construction Signage	LS	1	\$10,000.00	\$10,000.00
3	Demolition & Removals	LS	1	\$5,000.00	\$5,000.00
4	Furnish and Install PCC Bus Pad (5" PCC Pavement over 12" AB, and 6" PCC Curb)	SF	320	\$49.00	\$15,680.00
5	Furnish and Install PCC Curb and Gutter	LF	220	\$90.00	\$19,800.00
6	Furnish and Install PCC Sidewalk (4" PCC over 4" AB)	SF	800	\$16.00	\$12,800.00
7	Furnish and Install PCC Retaining Curb	LF	34	\$175.00	\$5,950.00
8	Furnish and Install Curb Ramp	EA	4	\$6,000.00	\$24,000.00
9	Site Restoration Surrounding Curb Ramps	AL	1	\$7,500	\$7,500.00
10	Furnish and Install Asphalt Concrete	TON	20	\$250.00	\$5000.00
11	Modify Rim, Cover, Lid to Adjust Utility Vault to Grade	EA	1	\$1,500.00	\$1,500.00
12	Thermoplastic Striping	LS	1	\$8,500.00	\$8,500.00
13	Install Curb Paint	LF	78	\$20.00	\$1,560.00
14	Modify Irrigation System	LS	1	\$3,000.00	\$3,000.00
15	Install Roadside Sign	EA	1	\$600.00	\$600.00
16	Install Pedestrian Barricade	LS	1	\$2,000.00	\$2,000.00
17	Modify Traffic Signal	LS	1	\$20,000.00	\$20,000.00
18	Remove and Replace Existing Fence and Provide Temporary Fence	LF	42	\$70.00	\$2,940.00
19	Install Planting on Fence	LS	1	\$3,000.00	\$3,000.00
20	Landscape Restoration on Affected Property	AL	1	\$2,500	\$2,500.00

**TOTAL = \$158,330.00**

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

IV. PROHIBITED INTERESTS

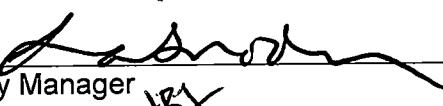
No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By:   
City Manager *JBS*

Contractor  
By:   
President *Q. S.*  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A

b. Number: 903262

c. Expiration Date: 2/20/2019

FEI Number: 46.2829481

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

PROPOSAL

**PENNSYLVANIA AVENUE AND UTAH STREET BUS STOP IMPROVEMENTS**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **20 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**PENNSYLVANIA AVENUE AND UTAH STREET BUS STOP IMPROVEMENTS**

**BID SCHEDULE**

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	7000.-	7000.00
2	Traffic Control & Construction Signage	1	LS	10000.-	10000.00
3	Demolition & Removals	1	LS	5000.-	5000.00
4	Furnish and Install PCC Bus Pad (5" PCC Pavement over 12" AB, and 6" PCC Curb)	320	SF	49.-	15680.00
5	Furnish and Install PCC Curb and Gutter	220	LF	90.-	19800.00
6	Furnish and Install PCC Sidewalk (4" PCC over 4" AB)	800	SF	16.-	12800.00
7	Furnish and Install PCC Retaining Curb	34	LF	175.-	5950.00
8	Furnish and Install Curb Ramp	4	EA	6000.-	24000.00
9	Site Restoration Surrounding Curb Ramps	1	AL	\$7,500	\$7,500
10	Furnish and Install Asphalt Concrete	20	TON	250.-	5000.00
11	Modify Rim, Cover, Lid to Adjust Utility Vault to Grade	1	EA	1500.-	1500.00
12	Thermoplastic Striping	1	LS	8500.-	8500.00
13	Install Curb Paint	78	LF	20.-	1560.00
14	Modify Irrigation System	1	LS	3000.-	3000.00
15	Install Roadside Sign	1	EA	6000.-	6000.00
16	Install Pedestrian Barricade	1	LS	2000.-	2000.00
17	Modify Traffic Signal	1	LS	20000.-	20000.00
18	Remove and Replace Existing Fence and Provide Temporary Fence	42	LF	70.-	2940.00
19	Install Planting on Fence	1	LS	3000.-	3000.00
20	Landscape Restoration on Affected Property	1	AL	\$2,500	\$2,500

TOTAL = \$ 158,330.00

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

## PENNSYLVANIA AVENUE AND UTAH STREET BUS STOP IMPROVEMENTS

### DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid <sup>1</sup>
1) <i>N/A</i>			
2)			
3)			
4)			
5)			

*Note: Attach additional sheets if required*

1. Must be submitted within 24-hours of deadline for receipt of bids.

APPEN TAYLOR CONSTRUCTION, INC.

Name of Firm

5750 Headway View Drive  
Anderson, SC 29607-8333

Business Address

530 378.2211

Phone Number

Signature of Responsible Official

Contractor's License:

a. Class:

A

b. Number:

903262

c. Expiration Date:

2/2019

FEI Number:

46.2829481

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

APPEN TAYLOR CONSTRUCTION, INC.

APPEN TAYLOR 100% OWNER

PRESIDENT, SECRETARY & TREASURER  
OF CORPORATION

NONCOLLUSION DECLARATION TO BE EXECUTED  
BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

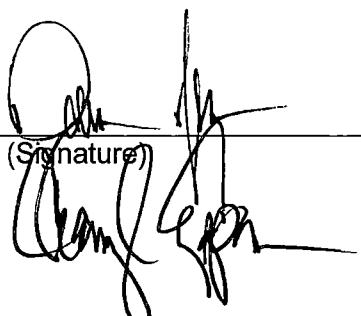
I am the PRESIDENT of HARREN TAYLOR CONSTRUCTION, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/7/18 [date], at ANNEBORO, [city], CALIFORNIA [state].

5/7/18  
(Date)

  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

See attached.

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Shasta }

On May 14, 2018 before me, Seana Fawn Austin-Tanner, Notary Public,

(Here insert name and title of the officer)

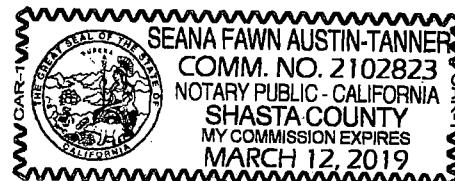
personally appeared Cheryl Epperson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Non Collusion Declaration  
(Title or description of attached document)

To be Executed by Riddler  
(Title or description of attached document continued)

Number of Pages 1 Document Date 5/14/18

### CAPACITY CLAIMED BY THE SIGNER

Individual(s)  
 Corporate Officer

(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

### PENNSYLVANIA AVENUE AND UTAH STREET BUS STOP IMPROVEMENTS

WHEREAS Darren Taylor Construction, Inc.  
5750 Pleasant View Drive, Anderson, CA 96007  
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and The Guarantee Company of North America USA  
One Towne Square, Ste. 1470, Southfield, Michigan 48076,  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10% of Amount Bid ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on

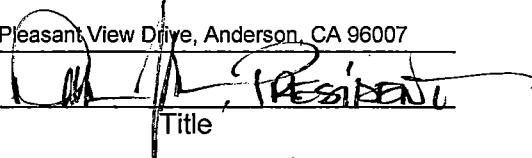
the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 10, 2018

"Contractor"

Darren Taylor Construction, Inc.

5750 Pleasant View Drive, Anderson, CA 96007

By: 

Title

By: \_\_\_\_\_

Title

"Surety"

The Guarantee Company of North America USA

One Towne Square, Ste. 1470, Southfield, Michigan 48076

By: 

Title

Breanna Bofman, Attorney-in-Fact

By: \_\_\_\_\_

Title

(Seal)

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento )

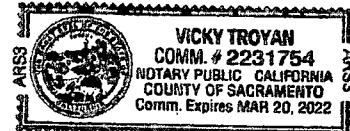
On May 10, 2018 before me, Vicky Troyan, Notary Public  
(insert name and title of the officer)

personally appeared Breanna Bofman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vicky Troyan (Seal)





The Guarantee Company of North America USA  
Southfield, Michigan  
**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Renee Ramsey, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Phillip O. Watkins, Mindy Whitehouse, Jennifer Lakmann, Sara Walliser,  
John J. Weber, Stephanie Agapoff, Katherine Gordon, Jessica Monlux, Breanna Bofman, Vicky Troyan  
Interwest Insurance Services, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

**RESOLVED** that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 10th day of May , 2018



Randall Musselman, Secretary